

## FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (herein, the "Amendment") modifies that Employment Agreement by and between Tommy Tuberville (the "Coach") and the University of Cincinnati (the "University") effective December 9, 2012 (the "Agreement"). This Amendment modifies the Agreement as follows:

A. Section 1 of the Agreement shall be amended and restated with the following:

"Subject to the terms and conditions stated in this Agreement, the University employs Coach as the head coach for the University's intercollegiate athletics football program (the "Program") for the period beginning December 9, 2012 and ending December 31, 2019 ("Term"). Unless this Agreement is extended, amended or terminated early as set forth herein, this Agreement will automatically terminate on December 31, 2019, or the last football game of the 2019-2020 season, whichever occurs later, without further notice to Coach."

B. Section 3 of the Agreement shall be amended and restated with the following:

"(A) Base Salary. In consideration for services and satisfactory performance of the conditions of this Agreement by Coach, University promises to pay Coach an annual base salary and annual supplemental compensation. The annual base salary is outlined below, which shall be remitted to Coach in equal monthly installments on the last business day of each calendar month in accordance with normal University procedures:

<u>Period</u>	<u>Annual Base Salary Payment</u>
December 9, 2012 through June 30, 2016	\$1,600,000.00
July 1, 2016 through December 31, 2019	\$400,000.00

University will also pay Coach annual supplemental compensation as outlined below, in addition to his annual base salary, for Coach's involvement in television, radio and personal appearances, and public or private speaking engagements in which he represents the University. The payments shall be remitted to coach in equal monthly installments on the last business day of each calendar month in accordance with normal University procedures:

<u>Period</u>	<u>Annual Supplemental Compensation</u>
December 9, 2012 through June 30, 2016	\$0.00
July 1, 2016 through December 31, 2019	\$1,200,000.00

The University agrees that in each year of the Term the total amount of annual base salary and annual supplemental compensation shall be \$1,600,000.00.”

“(E) Coach Retention Bonuses. Coach shall earn as of each of the dates stated below (“Coach Retention Date(s)”), and the University shall pay at the next Payroll Date, a retention bonus in the applicable amount set forth below, provided Coach is employed as Head Football Coach for the University as of a Coach Retention Date:

\$400,000 as of August 1, 2013  
\$200,000 as of December 1, 2013  
\$400,000 as of August 1, 2014  
\$200,000 as of December 1, 2014  
\$400,000 as of August 1, 2015  
\$200,000 as of December 1, 2015  
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\$200,000 as of December 1, 2017  
\$400,000 as of August 1, 2018  
\$200,000 as of December 1, 2018  
\$400,000 as of August 1, 2019  
\$200,000 as of December 1, 2019”

C. Section 4(A) and 4(B) of the Agreement shall be amended and restated with the following:

“(A) Assistant Coach Salary Pool. The annual salary compensation pool for the Assistant Football Coaches, which shall include nine (9) assistant football coaches and one (1) head football strength coach, each designated by Coach, will be mutually agreed upon by the Director and Coach on or before January 1<sup>st</sup> of each contract year, and shall not exceed \$2,520,000. The Assistant Football Coaches identified by Coach shall, as a condition of employment with the University, enter into a personal services contract with the University of mutually acceptable terms. Each Assistant Coach may, in Coach’s discretion, participate in any pool established for payment of annual salary increases.

(B) Assistant Coach Retention Bonus Pool. University shall provide Coach with an Assistant Coach Retention Bonus Pool in the total amount of \$405,000 per year. This Retention Bonus Pool will be divided and distributed three times annually in amounts determined in the discretion of Coach (total amount not exceeding \$405,000 annually), subject to the approval of the Director, among the Assistant Football Coaches beginning August 1<sup>st</sup> during the life of the contract. Any portion of the Retention Bonus Pool allocated to an Assistant Football Coach shall be deemed earned as of August 1<sup>st</sup>, December 1<sup>st</sup>, and April 1<sup>st</sup> of each year ("Retention Date") beginning August 1, 2016, provided that the Assistant Football Coach is employed by the University in that position as of the Retention Date. The University shall pay any such bonus to a qualifying Assistant Football Coach at the next Payroll date following the Retention Date."

D. Section 7(D) of the Agreement shall be amended and restated with the following:

"(D) Termination Without Cause. Either party may terminate this Agreement without cause by delivering written notice to the other as provided herein and paying a termination payment ("Termination Payment") as provided below, a sum reasonably calculated by the parties to compensate the other for the termination of this Agreement as of the dates stated:

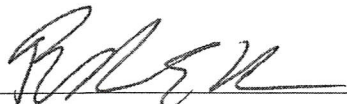
<u>Date of Termination (By University)</u>	<u>University Termination Payment</u>
Before January 31, 2014	\$8,800,000
Before January 31, 2015	\$6,600,000
Before December 7, 2016	\$2,400,000
Before December 7, 2017	\$1,500,000
Before December 7, 2018	\$1,000,000
Before December 7, 2019	\$1,000,000
On or after December 7, 2019	\$0

<u>Date of Termination (By Coach)</u>	<u>Coach Termination Payment</u>
Before January 31, 2014	\$2,500,000
Before January 31, 2015	\$1,500,000
Before December 7, 2016	\$1,000,000
Before December 7, 2017	\$1,000,000
Before December 7, 2018	\$800,000
Before December 7, 2019	\$550,000
On or after December 7, 2019	\$0

E. Except as otherwise expressly stated in this Amendment to Employment Agreement, all other terms and conditions of the Employment Agreement remain in full force and effect.

In witness whereof, Coach and the University have executed this Amendment.

**University of Cincinnati**

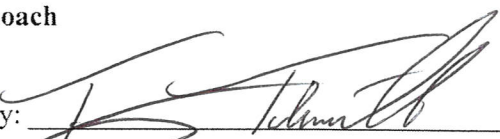
By: 

Printed Name: Robert E. Richardson, Jr.

Title: Chairman

Date: 9-29-16

**Coach**

By: 

Printed Name: Tommy Tuberville

Title: Head FB Coach

Date: 10/1/16

**Recommended by:**

Name: Mike Bohn

Signature: 